

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GLORIOUS SHIPPING & TRADING PTE LTD.,

Plaintiff,

- against -

CM MINERALS GMBH,

Defendant.

08 CV 3304 (RWS)

ECF CASE

### AFFIDAVIT OF SERVICE

State of Connecticut )

ss: Town of Southport

County of Fairfield )

KEVIN J. LENNON, having been duly sworn, deposes and states the following under oath:

1. I am a member in good standing of the Bar of this Court and an attorney in the law firm of Lennon, Murphy & Lennon, LLC, which represents the interests of the Plaintiff herein.

2. Notice of the Plaintiff's maritime attachment, including a copy of the Plaintiff's Verified Complaint and all other pleadings entered in this matter, was provided to the Defendant on or about May 30, 2008 via DHL in conformity with Local Admiralty Rule B.2. *See Exhibit I attached.*

3      Email confirmation of the delivery of Plaintiff's notice of attachment on Defendant was received on June 2, 2008. *See Exhibit 2 attached.*

Dated: Southport, CT  
June 2, 2008



Kevin J. Lennon

Sworn to and subscribed before me this  
2<sup>nd</sup> day of June 2008.



Commissioner of Superior Court

# EXHIBIT 1



Lennon,  
Murphy &  
Lennon, LLC

ATTORNEYS AT LAW

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Southport, CT 06890  
phone (203) 276-8890  
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mail@lennon.com

May 30, 2008

VIA DHL

CM Minerals GMBH  
Hinterberstrasse 24  
6330 Cham 2 No. 2136  
Steinhausen  
Switzerland

Re: **Glorious Shipping & Trading PTE LTD. v. CM Minerals GMBH**  
Docket Number: 08 Civ. 3304  
Our File Number: 1278-08

Dear Sir or Madam:

We represent the Plaintiff, Glorious Shipping & Trading PTE LTD., in the above referenced lawsuit. We write to advise you that pursuant to an ex parte order of maritime attachment and garnishment issued in the above referenced lawsuit, your property was attached at UBS in New York on or about May 16, 2008 in the amount of \$934,767.53.

Please find attached to this letter the pleadings filed in the above referenced lawsuit including the Summons, Complaint, Affidavit in Support, Rule 7.1 Statement, Ex-Parte Order, Process of Attachment, and also the Individual Rules for Honorable Judge Robert W. Sweet.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule B.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,

  
Mary Fedorchak

mef/bhs  
Encl.

JUDGE SWEET

08 CV 03304

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

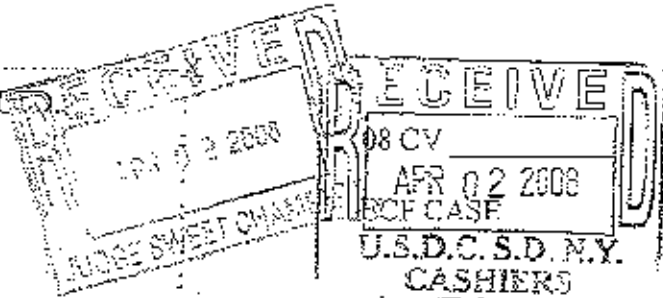
GLORIOUS SHIPPING & TRADING PTE LTD.

Plaintiff,

- against -

CM MINERALS GMBH,

Defendant.



VERIFIED COMPLAINT

Plaintiff, GLORIOUS SHIPPING & TRADING PTE LTD., (hereafter referred to as "GLORIOUS" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, CM MINERALS GMBH ("CM" or "Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law and was at all material times the disponent owner<sup>1</sup> of the motor tanker vessel "SPRING HUMMER" (hereinafter the "Vessel").

<sup>1</sup> The vessel's registered owner is Allied Faith International Ltd. ("Allied"). Allied chartered the vessel to non-party Stubbs Shipping BVI (Ltd.) ("Stubbs") under time charter party dated August 27, 2004 for 3 years. The vessel was

3. Upon information and belief, Defendant CM was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business at Hinterberstrasse 24, P.O. Box 2136, 6330 Cham 2, Switzerland and was at all material times the Charterer of the Vessel.

4. By a charter party dated September 5, 2007, Plaintiff voyage chartered the Vessel to Defendant for the carriage of a minimum of 8,000 metric tons of chrome concentrate in bulk, up to a vessel full capacity in Charterer's option, from one safe berth / safe port Paradip, East Coast of India to a discharge range of one safe berth, one or two safe ports Shanghai or Lianyungang or Qingdao or Xingang or Bayuquan, China, port in Charterer's option to be declared when vessel passing Singapore. A copy of the charter party is attached hereto as Exhibit 1.

5. Plaintiff delivered the Vessel into the service of the Defendant and at all material times fully performed its duties and obligations under the charter party.

6. Shortly after departing India on October 1, 2007 following loading of the Defendant's cargo of chrome concentrate in bulk it was discovered that the cargo had liquefied requiring the Vessel to return to port and re-berth in order that cargo operations could be carried out to lower the cargo moisture content thereby allowing for the vessel to safely proceed to the intended discharge port(s).

7. Because the Vessel had to return to port and re-berth the Plaintiff thereby incurred port expenses, survey fees, export fees and other costs and damages in connection with the

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due to be re-delivered under the head charter party on November 9, 2007. Stubbs sub-chartered the vessel to non-party North Point on a 'back to back' basis with the head charter. North point further chartered the vessel to Plaintiff, on a 'back to back' basis, for the subject voyage charter party discussed herein. It is claimed in the alternative that Plaintiff entered into the subject voyage charter party as agents for North Point and this action is brought by, or on behalf of, North Point.

Defendant's failure to supply a safe cargo to the vessel as it was required under the contract of charter as per clause 5.

8. During the period of time that the Vessel was detained in India for re-conditioning of the Defendant's cargo, the Plaintiff incurred hire due and payable on the Vessel and is also exposed, due to the "back to back" nature of the charter parties involved on the Vessel, to the Vessel head owner's claim for port expenses, labor and equipment charges incurred in re-conditioning the Defendant's cargo, legal fees, survey fees and expert fees.

9. The Vessel's head owner has also claimed additional damages due to the extended duration of the charter party which may have caused a loss of increased hire based upon the charter party rate versus market rate since the vessel was re-delivered to the head owner later than it would otherwise have been re-delivered but for the Defendant's breach of contract in supplying a dangerous cargo to the vessel. In sum, and as outlined in a letter received from counsel for the Vessel's head owner, Plaintiff has been presented with a claim of \$1,196,913.04 all of which is due to the Defendant's breach of contract. Please see counsel letter dated December 24, 2007 attached hereto as Exhibit 2.

10. Plaintiff seeks indemnity over and against the Defendant for any liability it may have to the Vessel's head owners for damage and costs as set forth above.

11. As a result of Defendant's breach of the charter party, Plaintiff has sustained damages and costs which as best as may be presently approximated in the total principal amount of \$228,858.00 exclusive of interest, arbitration costs and attorneys' fees all of which is exclusive to the exposure to vessel's head owner for which indemnity is sought.

12. Alternative to the exposure to the Vessel's head owner for which indemnity is sought herein, Plaintiff also seeks recovery of damages from the Defendant for the Vessel

detention in Paradip by virtue of the clause 40 of the subject charter party. As best as may be presently estimated, detention damages are \$300,000 based on the fifty (50) days spent at Paradip from October 1, 2007 to November 19, 2007 at the daily detention rate of \$6,000.

13. Pursuant to the charter party, disputes between the parties are to be submitted to arbitration in Hong Kong, with English law to apply. See box 25 and clause 19 of the charter party. Plaintiff has commenced arbitration by notifying Defendant of its appointment of an arbitrator. Please see Plaintiff's notice attached hereto as Exhibit 3.

14. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

15. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in Hong Kong arbitration conducted pursuant to English law. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claim:	\$228,858;
B.	Indemnity for head owner's claim <sup>2</sup> :	\$1,196,913.04;
	<i>Alternative detention claim:</i>	<i>\$300,000</i>
C.	Interest on claim (2 years at 6.5% compounded quarterly)	\$196,241.58;
	<i>Interest on principal claim and alternative claim (2 years at 6.5% compounded quarterly):</i>	<i>\$65,909.53</i>
D.	Estimated arbitration costs:	\$100,000; and
E.	Estimated attorneys' fees and expenses:	\$240,000.00.
	<b>Total<sup>3</sup>:</b>	<b>\$1,962,012.72.</b>

<sup>2</sup> Head owners have demanded approximately USD \$1.2M as damages from Plaintiff for the various items of damages and loss stated in Paragraph 8 incurred by reason of Defendant's breach of charter party. See Exhibit 2.

<sup>3</sup> Alternative total claim of \$984,767.53.



16. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

17. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath and singular the matters alleged in the Complaint failing which default judgment be entered against it;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$1,962,012.72 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received

or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a judgment of this Court;

F. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

G. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: New York, NY  
March 31, 2008

The Plaintiff,  
GLORIOUS SHIPPING & TRADING PTE LTD.

By: 

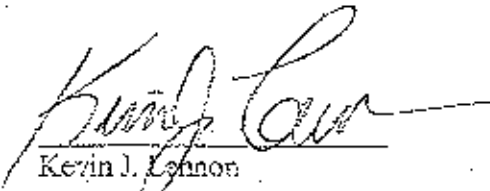
Anne C. LeVasseur  
Kevin J. Lennon  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Avenue, Suite 300  
New York, NY 10170  
(212) 490-6050 -- phone  
(212) 490-6070 -- facsimile  
[ac@lenmur.com](mailto:ac@lenmur.com)  
[kl@lenmur.com](mailto:kl@lenmur.com)

ATTORNEY'S VERIFICATION

State of New York     )  
                              )     ss.:     City of New York  
County of New York    )

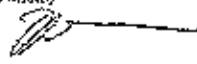
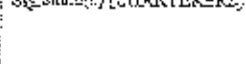
1.     My name is Kevin J. Lennon
2.     I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3.     I am a partner in the firm of Lennon, Murphy & Lennon, LLC attorneys for the Plaintiff.
4.     I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5.     The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6.     The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7.     I am authorized to make this Verification on behalf of the Plaintiff.

Dated:     New York, NY  
          March 31, 2008

  
Kevin J. Lennon

# EXHIBIT 1

A 5.1

1. Shipowner VISHU PAREKH MARINE (INDIA) PVT. LTD 715, "KRISHNA BUILDING" 7 <sup>TH</sup> FLOOR, 224 A J.C. BOSE ROAD, KOLKATA - 700017, WEST BENGAL, INDIA PH: +91-33-2289-6255/6256 FAX: +91-33-2289-6259		RECOMMENDED THE BALTIMORE AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTERS (AS REVISED 1924, 1976 AND 1994) (To be used for charter for which no specially approved form is in force) CODE NAME: "GENCO P"	
3. Owner's/Place of business (CL 1)  RESPONDENT OWNERS: GEORGE SHIPPING & TRADING FIE LTD 20 GUL ROAD SINGAPORE 239345		2. Date and time KOLKATA, INDIA - 05.09.2007	
5. Vessel's name (CL 1) MV SPRING HAMMER		4. Charterers / Place of business (CL 16) OM MINERALS GMBH HINTERBERGSTRASSE 4 P.O. BOX 7196, 8550 CREM 2 SWITZERLAND	
7. DWT all told on summer load line in metric tons (etc.) (CL 1) 8634 MT ON 7.815 M		6. GPR (CL 1) 8015/3172	
9. Expected ready to load (etc.) (CL 1) ON 16 <sup>TH</sup> SEPTEMBER 2007		8. Present position (CL 1) NOW TRADING	
10. Loading port or place (CL 1) SHIP PARADE, EAST COAST OF BEXA		11. Discharging port or place (CL 1) LEE, W/ SP SHANGHAI OR LIANYUNGANG OR (GENCOAD OR XINGANG OR BAYUQUAN, CHINA, PORT IN CHARTERERS OPTION TO BE DECLARED WHEN VSL PASSING SINGAPORE	
12. Cargo (also state quantity and weight in Owners' option, if agreed; if not, and complete cargo not agreed state "part cargo") (CL 1) MIN 5,000 MT CHROME CONCENTRATE IN BULK, UPTO VESSEL FULL CAPACITY IN CHARTERERS OPTION. (SEE RIDER CLAUSE 21)			
13. Freight rate (also state whether freight prepaid or payable on delivery) (CL 4) SEE RIDER CLAUSE 28		14. Freight payment (state currency and method of payment; also beneficiary and bank account) (CL 4) SEE RIDER CLAUSE 33	
15. State if Vessel's cargo handling gear shall not be used (CL 5) TO BE USED AT BOTH ENDS		16. Laytime (if separate laytime for load, stow/disch, is agreed, fill in (a) and (b). If not, laytime for load and stow/disch, fill in (c) only (CL 6) a) Laytime for loading SEE RIDER CLAUSE 29 b) Laytime for discharging SEE RIDER CLAUSE 30 c) Total laytime for loading and discharging SEE RIDER CLAUSE 29, 30	
17. Shipper's/Place of business (CL 6) ---		18. Agents (loading) (CL 3) OWNERS AGENT AT LOAD PORT AT OWNER'S COST.	
19. Agents (discharging) (CL 6) OWNERS AGENTS AT DISCHARGE PORT AT OWNER'S COST.		20. Demurrage rate and manner payable (loading and discharging) (CL 7) DETENTION AT LOAD PORT / DISCH PORT : SEE RIDER CLAUSE 40	
23. Freight Tax (state if for the Owners' account) (CL 23 (c)) TO BE ON OWNERS ACCOUNT BOTH ENDS (SEE RIDER CLAUSE 48)		21. General Average to be adjusted as (CL 12) LONDON, ENGLISH LAW TO APPLY (SEE RIDER CLAUSE 41)	
25. Law and Arbitration (state 15(a), 19(a) or 19(b) of CL 19; if 19(c) agreed note new Place of Arbitration; if not filled in 19(a) shall apply) (CL 19) 19(a) HONGKONG, ENGLISH LAW TO APPLY (SEE RIDER CLAUSE 43)		24. Brokerage commission and to whom payable (CL 13) OWNERS TO PAY. 250 PCT ADDRESS COMMISSION TO CHARTERERS ON FREIGHT/ DEAD FREIGHT / DETENTION. AND 125 PCT BROKERAGE TO VISHU PAREKH MARINE (INDIA) PVT. LTD, KOLKATA ON FREIGHT / DEAD FREIGHT / DETENTION.	
(a) State maximum amount for small claims/shorthand arbitration (CL 19) CMAA SMALL CLAIM PROCEDURE TO FOLLOW FOR CL 24 UPTO USD 10,000.00 (SEE RIDER CLAUSE 43)		26. Additional clauses covering special provisions, if agreed Rider Clauses 29 to 36 both inclusive is attached in this charter party are deemed to be fully incorporated and form part of this charter party.	
It is hereby agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.			
Signature(s) (Owner) 		Signature(s) (CHARTERERS) 	

Copyright: supplied by The Baltic  
 and International Maritime  
 Conference (BIMCO). Copyright

ЗАТВ

<sup>20</sup>JENSON Charter 630 Reprinted 1922, 1976 and 1994

- [illegible]



**PART I**  
**"GENCON" Charter (As Revised 1922, 1976 and 1994)**

12	General Average and New York Clause (SEE RIDER CLAUSES 43 AND 44)	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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PART II  
 "GIBSON" Charts (as Revised 1922, 1975 and 1994)

On the voyage from New York to San Francisco the vessel was engaged	349
under charter of being steamed to the coast of California and to the	350
Eastern Pacific coast of the United States	351
At 11:40 a.m. the day being Sunday the vessel was engaged to	352
carry on the voyage to the coast of California and to the	353
Eastern Pacific coast of the United States	354
On the day of the voyage from New York to San Francisco the vessel was	355
engaged to carry on the voyage to the coast of California and to the	356
Eastern Pacific coast of the United States	357
At 11:40 a.m. the day being Sunday the vessel was engaged to	358
carry on the voyage to the coast of California and to the	359
Eastern Pacific coast of the United States	360
At 11:40 a.m. the day being Sunday the vessel was engaged to	361
carry on the voyage to the coast of California and to the	362
Eastern Pacific coast of the United States	363
At 11:40 a.m. the day being Sunday the vessel was engaged to	364
carry on the voyage to the coast of California and to the	365
Eastern Pacific coast of the United States	366
At 11:40 a.m. the day being Sunday the vessel was engaged to	367
carry on the voyage to the coast of California and to the	368
Eastern Pacific coast of the United States	369
At 11:40 a.m. the day being Sunday the vessel was engaged to	370
carry on the voyage to the coast of California and to the	371
Eastern Pacific coast of the United States	372
At 11:40 a.m. the day being Sunday the vessel was engaged to	373
carry on the voyage to the coast of California and to the	374
Eastern Pacific coast of the United States	375
At 11:40 a.m. the day being Sunday the vessel was engaged to	376
carry on the voyage to the coast of California and to the	377
Eastern Pacific coast of the United States	378
At 11:40 a.m. the day being Sunday the vessel was engaged to	379
carry on the voyage to the coast of California and to the	380
Eastern Pacific coast of the United States	381
19. On the day of the voyage from New York to San Francisco the vessel was	382
engaged to carry on the voyage to the coast of California and to the	383
Eastern Pacific coast of the United States	384
At 11:40 a.m. the day being Sunday the vessel was engaged to	385
carry on the voyage to the coast of California and to the	386
Eastern Pacific coast of the United States	387
At 11:40 a.m. the day being Sunday the vessel was engaged to	388
carry on the voyage to the coast of California and to the	389
Eastern Pacific coast of the United States	390
At 11:40 a.m. the day being Sunday the vessel was engaged to	391
carry on the voyage to the coast of California and to the	392
Eastern Pacific coast of the United States	393
At 11:40 a.m. the day being Sunday the vessel was engaged to	394
carry on the voyage to the coast of California and to the	395
Eastern Pacific coast of the United States	396
At 11:40 a.m. the day being Sunday the vessel was engaged to	397
carry on the voyage to the coast of California and to the	398
Eastern Pacific coast of the United States	399
At 11:40 a.m. the day being Sunday the vessel was engaged to	400
carry on the voyage to the coast of California and to the	401
Eastern Pacific coast of the United States	402
At 11:40 a.m. the day being Sunday the vessel was engaged to	403
carry on the voyage to the coast of California and to the	404
Eastern Pacific coast of the United States	405
At 11:40 a.m. the day being Sunday the vessel was engaged to	406
carry on the voyage to the coast of California and to the	407
Eastern Pacific coast of the United States	408
At 11:40 a.m. the day being Sunday the vessel was engaged to	409
carry on the voyage to the coast of California and to the	410
Eastern Pacific coast of the United States	411
At 11:40 a.m. the day being Sunday the vessel was engaged to	412
carry on the voyage to the coast of California and to the	413
Eastern Pacific coast of the United States	414
At 11:40 a.m. the day being Sunday the vessel was engaged to	415
carry on the voyage to the coast of California and to the	416
Eastern Pacific coast of the United States	417



REIDER CLAUSES OF CHARTER PARTY FOR MV SPRING HUMMER AND  
CM MINERALS GMBH DATED 05.09.2007

20. PERFORMING VESSEL :

MV. "SPRING HUMMER"  
HONG KONG FLAG, BRT 1595,  
DWT 8,634MT ON 7.815M,  
GRT/NT 8,215/3,172T,  
LOA/BEAM/DEPTH 109.93/20.2/13.2M, BAU CAPA 15,014M3,  
2H/2H, CLASS NK,  
RC/RO - BOX TYPE TWEEN DECKER WITH RAMP WAY  
LOWER HOLD: SEMI BOX TYPE,  
STERN RAMP: 18.5 X 3.5M - 30T X 1 SET,  
SIDE MOUNTING CRANES 2 X 30T,  
HATCH SIZES: NO.1 & NO.2: 50 X 16.2M  
ALL DETAILS ABOUT

DISPONENT OWNERS : GLORIOUS SHIPPING & TRADING PTE LTD.  
20 GUL ROAD SINGAPORE 629343

CLASS / VALIDITY : NK / 27.02.2010  
P AND I CLUB / ENTRY DATE : WEST OF ENGLAND / 20.02.2007  
H-MENSURER / VALIDITY : PICC PROPERTY AND CASUALTY COMPANY,  
LIMITED / 21 SEPTEMBER 2007.  
H-M VALUE : USD7,500,000.

FULL ITINERARY PROVIDED BY OWNERS ASF :-

- ETA MUMBAI	3/SEP 1500LT
- ETD MUMBAI	10-11/SEP
- ETA PARADIP	16-17/SEP
- ABV SUB AGW & WP.	

OWNERS GUARANTEE : THE SAID VESSEL IS GUARANTEED BY THE OWNERS AS BEING TIGHT, STAINCH AND IN EVERY WAY FIT FOR THE VOYAGE, AND SHALL WITH REASONABLE SPEED PRODUCE TO DISCHARGE PORT(S) AS MENTIONED IN BOX NO. 11. HOWEVER, OWNER'S LIABILITIES UNDER THIS CHARTER PARTY SHALL NEVER BE GREATER THAN THOSE IMPOSED BY THE HAGUE - VISBY RULES.

THE VESSEL WILL MAINTAIN HER CLASS THROUGHOUT THE DURATION OF THIS CHARTER AND UNTIL COMPLETION OF DISCHARGE OF THE ENTIRE CARGO. THE VESSEL TO BE FREE FROM ENCUMBRANCES OR CLAIM OR DETENTION OF WHATSOEVER NATURE AND IS FREE TO TRADE BETWEEN THE SAID PORTS UNDER THE CURRENCY OF THIS CHARTER AND THE

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OWNERS ARE TO BE FULLY RESPONSIBLE OF ANY LOSS OF TIME DUE TO VESSEL'S DETENTION / ARREST FOR ANY REASON OF NON PAYMENT OF PORT DUES AT DISPORT, CREW WAGES, CLASS, MAINTENANCE, FLAG REGISTRATION, BUNKER PAYMENT, AGENCY DUES ETC., OWNERS UNDERTAKE THAT THE VESSEL IS FREE OF SUCH LIABILITY DURING THE TENANCY OF THIS CHARTER PARTY.

OWNERS TO GUARANTEE THAT THE VESSEL IS NOT BLACK LISTED BY THE LOAD PORT AND DISPORT AUTHORITIES AND ALSO FREE OF LIEN AND ARREST, SHOULD THE VESSEL BE FOUND BLACK-LISTED UPON ARRIVAL AT THE LOAD PORT OR DISPORT, OWNER TO BEAR ALL DIRECT AND CONSEQUENTLY LOSSES, DAMAGES ARISING THEREFROM AND DELAYS WITHOUT ANY RESPONSIBILITY TO THE CHARTERERS, SHIPPERS OR RECEIVERS.

21. QUANTITY - MIN 8,000 MT CHROME CONCENTRATE IN BULK , UPTO VESSEL FULL CAPACITY IN CHARTERERS OPTION.

CARGO GRADE DETAILS TO BE ADVISED AS VESSEL HAS ONLY 2 HOLDS / HATCHES , LOADING SEQUENCE AS PER MASTER / OWNERS ACCEPTANCE AND STOWAGE AND CHARTERERS ARE RESPONSIBLE FOR COSTS OF SEPARATION OF DIFFERENCE GRADES OF CARGOES.

NO GUARANTEE FROM OWNERS FOR NATURAL SEPARATION IN CASE OF MORE THAN ONE GRADE OF CARGO AS 2 HOLDS /HATCHES.

CARGO GRADES :

OPTION 1) LOADING OF 2 GRADES OF ( A ) 5'500 MT + (B) 2'500 MT WHICH CAN BE LOADED IN BOTH HOLDS ,ONE AFTER THE OTHER ,AND TWO GRADES CAN BE MIXED.

OPTION 2) LOADING OF 2 GRADES ( C ) 5'500 MT + ( D ) 2'500 MT WHICH WOULD HAVE TO BE KEPT/STOWED SEPARATELY ( ARTIFICIAL SEPARATION ) BY MEANS OF WOODEN BULKHEAD AND/OR TARPULINS AT CHARTERERS COST AND TIME.

IN CASE OF CARGO SEPARATION ARRANGED BY CHARTERERS/SHIPPERS/THEIR AGENTS BY WOODEN BULKHEAD AND/OR TARPULINS , OWNERS SHALL NOT BE RESPONSIBLE FOR THE MIXING/CONTAMINATION OF DIFFERENCE GRADES OF CARGOES.

OWNERS / MASTER SHOULD ALLOW FOR ABOVE OPTION 1) AND OPTION 2) AT CHARTERERS OPTION.

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22. LOAD PORT - 1 SEP PARADIP, EAST COAST OF INDIA.

23. SHIFTING AT LOAD AND DISCHARGE PORT :

TIME AND COST OF SHIFTING FROM CUSTOMARY REPORTING PLACE OR ANCHORAGE TO WORKING BERTH AS THE CASE MAY BE, TO BE ON OWNERS ACCOUNT BOTH ENDS.

ANY SHIFTING BETWEEN BERTHS AT LOAD PORT TO BE FOR CHARTERERS ACCOUNT UNLESS SAME CAUSED DUE TO VESSEL RELATED PROBLEMS.

ANY SHIFTING BETWEEN BERTHS AT DISCHARGE PORT TO BE FOR CHARTERERS ACCOUNT UNLESS SAME CAUSED DUE TO VESSEL RELATED PROBLEMS

24. OWNERS GUARANTEE THAT VESSEL HAS ALL VALID CERTIFICATES ON BOARD TO CALL THE PORTS UNDER THE CURRENCY OF THE FIXTURE NOTE AND TO MAINTAIN TILL THE COMPLETION OF VOYAGE.

25. OWNERS GUARANTEE THAT FOLLOWING : -

A) ALL GEARS OF VESSEL ARE IN GOOD WORKING CONDITION IS CAPABLE OF WORKING UPTO VESSEL'S SAFE WORKING CAPACITY DECLARED BY OWNERS.

B) VESSEL IS CAPABLE FOR LOWERING PAYLOADER INSIDE THE HOLDS AND CAPABLE OF PAYLOADER OPERATION INSIDE THE HOLDS WITH OUT ANY OBSTRUCTIONS. THE WEIGHT OF PAYLOADER SHOULD NOT EXCEED TANKTOP STRENGTH OF VESSEL.

OWNERS GUARANTEE THAT THERE ARE NO CENTERLINE BULKHEAD IN CARGO HOLDS.

C) DELETED

SHOULD THERE BE ANY REQUIREMENT OF SHORE CRANES DUE TO FAILURE OF THE VESSEL'S GEARS TO LIFT CARGO UPTO SAFE WORKING CAPACITY DECLARED BY OWNERS THEN SHORE CRANES HIRE CHARGES, ARRANGEMENT TO BE FOR OWNERS ACCOUNT BOTH ENDS.

26. LAYCAN: 16<sup>TH</sup> SEPTEMBER - 23<sup>RD</sup> SEPTEMBER, 2007.

27. DISCHARGE PORT (S) - 1SB, 1/2 SP SEANGHAI OR LIANYUNGANG OR QINGDAO OR XINGANG OR BAYUQUAN, CHINA, PORT IN CHARTERERS OPTION TO BE DECLARED WHEN VESSEL IS PASSING SINGAPORE.

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28. FREIGHT:

USD 41 FMT FIOST BSS 1/1.

ADDITIONAL USD 2.5 FMT ON ENTIRE CARGO FOR 1 / 2 BASIS.  
IF TWO DISCHARGE PORT (S) ALWAYS IN GEOGRAPHICAL ROTATION, IF  
ANY.

29. LOAD RATE - CQD

30. DISCHARGE RATE - CQD

OWNERS WILL PROVIDE ALL THE GEARS ALL TIME DAY AND NIGHT FOR  
LOADING AND DISCHARGING THROUGH OUT THE WORKING PERIOD AND  
ALSO PROVIDE SUFFICIENT LIGHT FOR NIGHT WORKING ALL TIME DAY  
AND NIGHT THROUGH OUT THE WORKING PERIOD FREE OF COST TO  
CHARTERERS / SHIPPER / RECEIVERS BOTH ENDS.

31. PORT AND DRAFT CONDITION AND RESTRICTIONS OWNERS  
RESPONSIBILITY BOTH ENDS IF VESSEL IS NOT ACCEPTABLE BY PORT  
AUTHORITIES DUE TO VESSEL'S CLASS / FLAG / AGE / P AND THEN  
CHARTERERS WILL NOT BE RESPONSIBLE BOTH ENDS, OWNERS TO  
ARRANGE ACCEPTANCE OF THE VESSEL WITH PORT AUTHORITIES AT  
BOTH ENDS.

32. LIGHTERAGE / LIGHTENING IF ANY AT CHARTERERS / RECEIVERS  
OPTION TO BE FOR CHARTERERS / RECEIVERS ACCOUNT BOTH ENDS.  
LIGHTERAGE AND LIGHTERS DUE TO DRAFT RESTRICTION TO BE FOR  
OWNERS ACCOUNT BOTH ENDS.

33. FREIGHT PAYMENT : 100 PERCENT FREIGHT LESS COMMISSIONS TO BE  
PAID WITHIN 3 BANKING DAYS AFTER COMPLETION OF LOADING AND  
SIGNING / RELEASING OF CLEAN MATE'S RECEIPT AND SIGNING /  
RELEASING FIRST SET CLEAN BILL(S) OF LADING MARKED AS "CLEAN ON  
BOARD" AND "FREIGHT PAYABLE AS PER CHARTER PARTY" AND UPON  
RECEIPT OF FREIGHT INVOICE FROM OWNERS AS STATED ABOVE BY  
FAX OR E-MAIL.

FULL FREIGHT DEEMED TO BE EARNED BY OWNERS UPON CARGO LOADED  
ON BOARD THE VESSEL, DISCOUNTLESS, NON-RETURNABLE, WHETHER  
CARGO AND/OR VESSEL LOST OR NOT LOST.

34. OWNERS / MASTER / OWNERS AGENT AGREE TO SIGN/RELEASE FIRST  
SET BILLS OF LADING AT LOAD PORT PARADE OR IN KOLKATA AT  
OWNERS COST MARKED AS "CLEAN ON BOARD" AND "FREIGHT PAYABLE

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AS PER CHARTER PARTY BILLS OF LADING "AND/OR AT CHARTERERS OPTION "CLEAN ON BOARD" AND "FREIGHT PREPAID" BILLS OF LADING ONLY AFTER RECEIVING TELEGRAPHIC TRANSFER REMITTANCE SWIFT COPY OF CHARTERERS BANK EVIDENCING THAT 100 PERCENT FREIGHT LESS COMMISSIONS HAS BEEN REMITTED TO OWNERS NOMINATED BANK ACCOUNT BY FAX OR E-MAIL.

35. OWNERS / MASTER / OWNERS AGENT TO SIGN/RELEASE 3/5 MATE'S RECEIPT ( CANNOT BE CLAUSED ) IMMEDIATELY UPON COMPLETION OF LOADING TO SHIPPER AND TO BE SURRENDERED TO OWNERS AGENT AT LOAD PORT PARADIP OR IN KOLKATA ( CHOPT ) AFTER 30 DAYS OF THE VESSEL'S SAILING FROM LOAD PORT.

36. OWNERS / MASTER / OWNERS AGENT TO SIGN/RELEASE SECOND SET BILLS OF LADING, IF ANY, WITHOUT SURRENDERING THE FIRST SET BILLS OF LADING SHOWING DIFFERENT SHIPPER / RECEIVERS, FREIGHT PREPAID AND OTHER MINOR CHANGES SUCH AS NOTIFY PARTY / DESCRIPTION OF GOODS ETC., SUBJECT TO OWNERS APPROVAL, AGAINST CHARTERER'S LOI ON THEIR LETTERHEAD AS PER OWNERS P AND I WORDING IN KOLKATA ( CHOPT ) AT OWNERS COST. CHARTERERS TO SURRENDER FIRST SET BILLS OF LADING AFTER 30 DAYS FROM THE SIGN/RELEASE OF SECOND SET BILLS OF LADING TO CHARTERERS.

37. BILLS OF LADING TO BE USED CONGEN BILL 1994.

38. OWNERS CAN APPOINT THEIR P AND I SURVEYOR FOR CARGO INSPECTION BEFORE AND DURING THE LOADING AND ANY CARGO REJECTION TO BE AT HOCK POINT ONLY AND BEFORE LOADING. ANY INSPECTION WILL BE JOINT WITH SHIPPERS' SURVEYOR AND JOINT SURVEY REPORT TO BE TREATED AS FINAL BINDINGS TO BOTH PARTIES.

39. NOTICE OF READINESS :

MASTER/OWNERS/THEIR AGENTS TO TENDER NOTICE OF READINESS IN WRITING UPON VESSEL'S ARRIVAL AT LOAD PORT WITH CLEAN AND DRY HOLDS AND IN ALL RESPECT READY TO LOAD THE CARGO AND AT DISCHARGE PORT BEING ALL RESPECT READY TO DISCHARGE HER CARGO ANY TIME DAY AND NIGHT SUNDAY HOLIDAYS INCLUSIVE WWW PROVIDED FREE PRATIQUE AND CUSTOMS CLEARANCE IS NOT PREVENTED FROM CREW SICKNESS AND/ OR VESSEL'S DEFAULT.

40. DETENTION TO APPLY US\$ 6,000 PER DAY PRO RATA IF CARGO / DOCS / FORMALITIES ARE NOT READY BOTH ENDS.

PROVEN AND MUTUALLY AGREED DETENTION IF ANY AT LOAD PORT AND DISCHARGE PORT TO BE SETTLED WITHIN 10 DAYS AFTER



RIDER CLAUSES OF CHARTER PARTY FOR MV SPRING HUMMER AND  
CM MINERALS GMBH DATED 05.09.2007

COMPLETION OF DISCHARGE AT THE FINAL DISCHARGE PORT AND UPON  
RECEIPT OF CLAIM INVOICE ALONG WITH SUPPORTING DOCUMENTS  
FROM OWNERS BY FAX TO CHARTERERS.

41. STEVEDORE DAMAGE:

IF ANY DAMAGE IS CAUSED TO THE VESSEL AT THE LOADING PORT AND  
DISCHARGING PORT BY THE STEVEDORES BEYOND ORDINARY WEAR AND  
TEAR, THE CLAIM IF ANY, FOR SUCH DAMAGE SHALL BE SETTLED  
DIRECTLY BETWEEN THE OWNERS AND STEVEDORES. THE MASTER OF  
THE VESSEL SHALL LODGE SUCH CLAIMS, IF ANY, ON THE STEVEDORES  
WITHIN 24 HOURS AFTER THE DAMAGE HAS BEEN SUSTAINED PRIOR TO  
THE DEPARTURE OF THE VESSEL FROM THE LOADING OR DISCHARGING  
PORT, FAILING WHICH THE CLAIM SHALL STAND BARRED AND  
STEVEDORES SHALL STAND ABSOLVED AND RELIEVED OF ALL  
RESPONSIBILITY, SUBJECT TO COMPLIANCE WITH THE CONDITIONS  
ENUMERATED IN THIS CLAUSE. IN CASE THE STEVEDORES FAIL TO SETTLE  
THE SAME, CHARTERERS SHALL ENDEAVOUR BEST TO INTERVENE AND  
ASSIST OWNERS TO SETTLE SUCH CLAIMS AT THE EARLIEST.

42. FORCE MAJEURE:

SHOULD THE SHIPPERS AT THE LOADPORT AND THE RECEIVERS AT THE  
DISCHARGE PORT BE PREVENTED FROM LOADING/DISCHARGING THE  
VESSEL OR FROM PERFORMING THEIR OBLIGATIONS IN ACCORDANCE  
WITH THE TERMS OF THIS CHARTER PARTY BY WAR / BLOCKADE,  
REVOLUTION, RIOTS, ACTS OF GOD OR ON ACCOUNT OF CAUSES BEYOND  
THE SELLERS / PURCHASERS CONTROL ESTABLISHED AS DIRECTLY  
RETARDING PRODUCTION, SHIPMENT OR UNLOADING, THE TIME LOST  
DURING PENDENCY OF SUCH CAUSES SHALL NOT BE CONSIDERED AS  
LAYTIME, AND SHIPMENT FROM SUCH PORTS SHALL BE POSTPONED BY  
PERIOD DURING WHICH CONDITIONS PREVENT SHIPMENT, ALL SUCH  
CAUSES SHALL HAVE A CAUSATIVE EFFECT AND SHOULD AFFECT  
COMPARABLE VESSELS CONCURRENTLY DISCHARGING/LOADING AT THE  
SAME PORT. THE AGGRIEVED PARTY SEEKING RELIEF SHOULD INTIMATE  
THE OTHER PARTY WITHIN 4 DAYS OF SUCH OCCURRENCE.

43. GENERAL AVERAGE AND ARBITRATION IN HONGKONG IN  
ACCORDANCE WITH " HONGKONG MARITIME ARBITRATION CLAUSE "  
AND ENGLISH LAW TO APPLY.

SMALL CLAIMS PROCEDURE AS PER LMAA TO FOLLOW FOR ALL CLAIMS  
UP TO US\$ 50,000.00.

44. OVER AGE PREMIUM : NO OAP.

SIDER CLAUSES OF CHARTER PARTY FOR MV SPRING HUMMER AND  
CM MINERALS GMBH DATED 05.09.2007

45. OWNERS NOMINATED AGENT AT LOAD PORT AND DISCHARGE PORT -  
OWNERS TO ADVISE CHARTERERS.

46. OWNERS / MASTER / THEIR AGENT TO GIVE 7/5/4/3/2 AND 24 HOURS  
ARRIVAL NOTICE TO CHARTERERS' / SHIPPERS' / RECEIVERS' BOTH AT  
LOAD AND DISCHARGE PORT.

OWNERS / MASTER TO KEEP CHARTERERS POSTED REGARDING VESSEL'S  
POSITION EVERY ALTERNATIVE DAY THROUGH OUT THE VOYAGE.

OWNERS / OWNERS AGENT TO GIVE MINIMUM CLEAR 5 WORKING DAYS  
AFTER OWNERS / OWNERS AGENT DECLARE THE VESSEL TO PORT AND  
DECLARE THE EXPORT ROTATION NO TO SHIPPER AND CHARTERER.

NOTICES TO BE GIVEN FOR LOAD PORT, DISCHARGE PORT AND THROUGH  
OUT THE VOYAGE:

☺ chartering@vsniparekh.com

47. CARGO TO BE RELEASED AGAINST ORIGINAL 2<sup>ND</sup> SET BILLS OF LADING  
ONLY. IN ABSENCE OF ORIGINAL 2<sup>ND</sup> SET BILLS OF LADING AT DISCHARGE  
PORT UPON ARRIVAL OF THE VESSEL & TENDERING NOTICE OF  
READINESS, OWNERS / MASTER AGREE TO DISCHARGE AND DELIVER  
ENTIRE CARGO TO RECEIVER (S) AGAINST CHARTERERS AND RECEIVERS  
SIMPLE LOI ON THEIR LETTERHEAD AS PER OWNERS P AND I WORKING.

48. TAXES / DUES / WHARFAGE WHATSOEVER ON VESSEL AND FREIGHT TO  
BE FOR OWNERS ACCOUNT BOTH ENDS.

TAXES / DUES / WHARFAGE WHATSOEVER ON CARGO TO BE  
FOR CHARTERERS ACCOUNT BOTH ENDS.

49. BILLS OF LADING CARGO QUANTITY TO BE ASCERTAINED BY DRAFT  
SURVEY TO BE CONDUCTED BY MASTER IN THE PRESENCE OF  
CHARTERER / SHIPPER / RECEIVER'S SURVEYOR AT LOAD PORT AND  
DISCHARGE PORT, SHIPPER / CHARTERERS / RECEIVERS WILL APPOINT  
THEIR OWN SURVEYOR AT THEIR COST.

50. OPENING AND CLOSING OF HOLDS AND MATCHES TO BE PERFORMED  
BY VESSEL'S CREW AT LOAD AND DISCHARGE PORT AT OWNERS ACCOUNT  
PROVIDED THE SAME IS PERMITTED BY LOCAL PORT / LABOUR  
REGULATIONS OTHERWISE ON CHARTERERS ACCOUNT.

51. DELETED

52. DELETED

RIDER CLAUSES OF CHARTER PARTY FOR MV SPRING HUMMER AND  
CM MINERALS GMBH DATED 05.09.2007

MECHANICAL GRABS IF REQUIRED TO BE ARRANGED BY CHARTERERS AT  
THEIR COST FOR LOADING AND DISCHARGING.

53. TOTAL COMM : OWNERS TO PAY ADDRESS COMMISSION : 2.50 PCT TO  
CHARTERERS + BROKERAGE 1.25 PCT TO V.SHIPS PAREKE MARINE (INDIA)  
PVT.LTD. ON FREIGHT/DEAD FREIGHT/DETENTION.

54. CHARTERERS / SHIPPERS / RECEIVERS HAVE THE LIBERTY TO WORK  
DURING ANY EXCEPTED PERIODS AND MASTER TO ALLOW WORK TO BE  
DONE. OVERTIME, IF ANY, TO BE FOR THE ACCOUNT OF PARTY ORDERING  
THE SAME, INCLUDING ANY SHORE EQUIPMENT COSTS IF ANY BUT  
VESSEL OFFICERS AND CREW'S OVERTIME SHALL ALWAYS BE FOR  
OWNERS ACCOUNT.

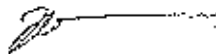
55. CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILLS OF LADING  
TERMS, WHEN EVER CONTRADICTORY

56. THE TERMS AND CONDITIONS OF THIS CONTRACT TO BE TREATED  
STRICTLY CONFIDENTIAL AND ARE NOT TO BE DISCLOSED TO ANY THIRD  
PARTY.

\*\*\*\*\*X\*\*\*\*\*

GLORIOUS SHIPPING & TRADING PTE LTD  
AS RESPONENT OWNER  
DATE : 05.09.2007

CM MINERALS GMBH  
AS CHARTERER  
DATE : 05.09.2007





## EXHIBIT 2

24-DEC-2007 17:07 FROM INCE &amp; CO

TO 28121345

P.01

Fax

Partners  
 AMY Chan  
 ROY Law  
 PJ Murray\*  
 DJ Reeves\*\*  
 M Cross  
 KOK Lee  
 HT Hirst  
 P Ho\*

Consultant  
 JJ Latham

IPC Lawyer  
 VC Xu

\*Non-qualified partner  
 \*\*Notary Public



INTERNATIONAL  
 LAW FIRM

Rm. 3601-6, 36th Floor  
 ICBC Tower, Citibank Plaza  
 3 Garden Road  
 Hong Kong

Tel +852 2877 3221  
 Fax +852 2877 2633  
 www.incelaw.com

Please contact us immediately if any part of this transmission is incorrectly received.

From	Our Ref	Date
Rosita Lau/Simon Cheng (in the absence of Roy Chan)	RLSC(RC) (27.9972)	24 December 2007
To	Attention	Your Ref
Dibo Lupton Alsop	Anthony Wu	
Total number of pages	Town/Country	Fax Number
5	HK	2810 1345
Copies to	Attention/Ref	Town/Country/Fax Number

Matter

MV "SPRING HUMMER" - Charterparty dated 27 August 2004

We refer to our previous communication in this matter.

We confirm that we for the Owners of MV "Spring Hummer" (the "Vessel") in respect of the dispute between our respective clients under the captioned charterparty ("Charterparty"), in particular, those relating to the loading of a cargo of chrome concentrate in bulk at the port of Paradip ("the Cargo"). The Cargo was loaded at your clients' and/or your clients' shippers/sub-charterers' arrangement.

We are instructed that the Cargo loaded at the port of Paradip in or about September 2007 was dangerous and not suitable for carriage by the Vessel because the Cargo contained excessive moisture content which exceeded its TML level. The Master and the Chief Officer had protested in respect of the unsuitability of the Cargo as early as 2115 hours on 28 September 2007, but your clients insisted that the Cargo was safe and that the Vessel should continue to load such Cargo. Following the Master's insistent and repeated demands and requests, your clients submitted to our clients two cargo declarations which purported to state that the moisture content of the Cargo was lower than its TML level, in consequence of which the Master and our clients had no alternative but to allow your clients to continue with the loading of the Cargo.

2007

24-DEC-2007 17:07 FROM INCE &amp; CO

TO 28371345

P.22



24 December 2007

However, following the completion of the Cargo loading process and shortly after the Vessel had set sail, the Master noticed that there was excessive quantities of free water emitted from the Cargo which sloshed violently from side to side as the Vessel rolled during sailing. This situation created by the dangerous nature of the Cargo severely affected the natural rolling properties of the Vessel and endangered the stability of the Vessel at sea. Under such circumstances the Master considered that it was unsafe for both the Vessel and his crew to continue with the voyage and accordingly gave order on 2nd October 2007 for the Vessel to return to the loading port.

We are instructed that during a joint inspection of the Cargo conducted at Paradip on 16th October 2007 at which your client's surveyors/agents had also participated, it was found that the inherent moisture content of the Cargo was in excess of its TML level, which findings was contrary to the representations made in the said cargo declarations. We are further instructed that according to the opinion and lab testing reports obtained from our client's expert subsequently, the TML level of the Cargo was much lower than that as stated in the said cargo declarations submitted by your clients, and the actual moisture content of the Cargo would have exceeded its TML level. Accordingly, the cargo declarations and the representation contained therein relating to the moisture content/TML level of the Cargo were therefore false and misleading, and amount to misrepresentation and misstatements.

It is clear that the Cargo provided by your clients was of a dangerous nature and our clients were entitled to refuse further compliance with your client's orders and instructions to carry it as the continuing carriage of the same severely affects the stability and safety of the Vessel as well as the lives of those on board the Vessel. The Master had informed your client on the position in which the Vessel was in. The Master had no better alternative but had to order the Vessel to return to the loading port by reason of there being an accident or accident to the Cargo which was caused by your clients' order to ship such dangerous cargo and for which your clients, as Charterer of the Vessel, is fully responsible.

Notwithstanding the above, however, we are instructed that in breach of the Charterparty, your clients had (i) wrongfully declared the Vessel off-hire and (ii) refused and failed to pay hire to our clients from 0545 hours, 1 October 2007 to 1700 hours on 19 November 2007. Our clients have been demanding your clients for payment of the unpaid hire and we refer to all our clients' written demands to you to date. Despite repeated demands, your clients continue to refuse and/or fail to pay hire of the said period to our clients pursuant to the terms of the Charterparty.

24-DEC-2007 17:08 FROM INCE &amp; CO

TO 20121345

P.43



24 December 2007

Upon the return to the loading port, the Vessel had to wait for a suitable berth for the discharge of the excessive water from the cargo holds. Our clients on the other hand had incurred substantial costs and expenses in dealing with the port authority in order to gain access to their port facilities, in arranging the removal of the water emitted from the Cargo. Our clients also had incurred costs and expenses on the cargo survey. Whilst awaiting for those to be carried out, additional bunkers had to be purchased for the Vessel at our clients' expense due to insufficient bunkers on board. Our clients had suffered serious losses and damages as a result of your clients' further breach of the Charterparty by their provision of the Cargo that was unsafe and dangerous for carriage on board the Vessel.

We are further instructed that the Vessel should have been re-delivered to our clients on 9 November 2007. Due to the aforesaid incident, the date of re-delivery of the Vessel had to be postponed to 10 December 2007. Due to the increase of the market rate in hire at the present buoyant shipping market, our clients also suffered loss in their carrying of hire at the prevailing higher market rate from 9 November 2007.

We are instructed that our clients' losses suffered so far include but are not limited to the following:-

(1) Unpaid Charter Hire of USD518,795.55 which comprises the followings:-

- (a) Unpaid charter hire of USD301,357.69 for 49 days, 11 hours and 15 minutes (i.e., 49.46875 days) from 0345 hours, 1 October 2007 to 1700 hours, 19 November 2007 at the rate of USD6,091.88 per day.

$$49.46875 \times 6,091.88 = \text{USD}301,357.69$$

In this respect, we refer to all the charter hire demands from our client to your clients. Our clients are very disappointed at that the charter hire remains unpaid despite repeat demands by our clients and our clients objected that the Vessel was on off-hire from hours on 1 October 2007 to 1700 hours on 19 November 2007.

- (b) Loss of charter hire difference of USD217,437.84 for 31 days, 11 hours and 25 minutes (i.e., 31.47569 days) from 0600 hours, 9 November 2007 to 1725 hours, 10 December 2007 at the rate of USD6,908.12 per day.

$$31.47569 \times \text{USD}6,908.12 = \text{USD}217,437.84$$

34-EEC-2007 17:02 FROM INCE &amp; CO

TO 28101345

P.24



24 December 2007

According to the Charterparty, the Vessel should have been re-delivered to our clients by 9 November 2007. However, as a result of the cargo problem at the loading port, the Vessel was only re-delivered on 10 December 2007. There was a delay of over 31 days accordingly. The charter hire rate at the market as of 9 November is approximately and not less than USD13,000 per day. The difference between the prevailing market charter hire rate and the hire under the Charterparty is USD6,908.12 per day (i.e., USD13,000 - USD6,091.88 / per day).

- (2) The expenses deducted by Charterers in the sum of USD21,142.20 which consists of the followings:-
  - (a) Entertainment / victualling of USD1,978.73
  - (b) Estimated bunker consumed of USD19,163.45
- (3) The port due and agency fees paid by our clients at the port of Paradip: USD38,322.00
- (4) Costs for arranging the berthing of the Vessel at the port of Paradip: USD50,278.00
- (5) Additional bunkers purchased by our clients (MDO): USD33,870.93

The MDO on board of the Vessel was running low due to the long delay at Paradip. Our clients had requested your clients to supply additional MDO but your clients declined such request. In the circumstances, our clients had no alternative but to arrange for local supplies of MDO at USD1,118 per ton.

$$\text{USD1,118} \times 30.296 \text{ MT} = \text{USD33,870.93}$$

- (6) Fees (including transportation, accommodation and meals etc expenses) charged by our clients' appointed port captain at the loading port, who was engaged to find a suitable berth at Paradip with the local port authority as well as to deal with matters relating to the Cargo between 24 October 2007 and 30 October 2007: USD4,504.38.
- (7) Estimated expert charges including expenses such as transportation, accommodation etc between 6 October and 29 October not less than USD150,000.00 (approximately) (subject to confirmation of final figure).

24-DEC-2007 17:05 FROM INCE & CO

TO 28101345

P.05



24 December 2007

- (8) Estimated Vessel Surveyor's charges between 29 October 2007 and 19 November 2007 including the UK laboratory charges: not less than USD150,000.00 (approximately) (subject to confirmation of final figure).
- (9) Estimated legal costs incurred by our clients: USD230,000.00 (approximately). Such costs are accumulating and continuing unless and until your clients had compensated our clients in full.

The total sum claimed by our clients at present is US\$1,196,913.04 and our clients reserve all their right to revise the aforesaid amounts claimed.

Please take this letter as our clients' formal demand to your clients that your clients are to settle our clients' claims in the sum of US\$1,196,913.04 within 7 days from the date of this letter failing which our client will resort to legal proceedings against your client, by then our client's claim will include interest as well.

We urge your clients to be sensible and settle our clients' demand in full without further delay.

Regards,

A handwritten signature in dark ink, appearing to be "Ince &amp; Co", written over a printed name "Ince &amp; Co".

## EXHIBIT 3



Kevin J. Lennon

---

From: sudipgurja@vsnl.net  
Sent: Monday, December 24, 2007 11:41 AM  
To: kingstar@hkstar.com; patrick\_lyh@hotmail.com  
Cc: chartering@vshipsparekh.com  
Subject: Fw: M.V. "Spring Hummer" - C/P dated 5 September 2007 - 8,000 MTchromeconcentrate loaded at Paradip  
Attachments: Terms (2007).doc

DATE : 24.12.2007 @ 2210 HRS INDIAN TIME

TO : Kingstar Shipping Limited - MR. PATRICK LEE and Glorious Shipping & Trading Pte. Ltd

FM : V.SHIPS PAREKH MARINE - KOLKATA - SUDIP GURJA

PLS FIND BELOW MSG RCVD FROM CHRTS CMM REGARDING NOMINATION OF ARBITRATOR FROM CHRTS SIDE.

qte

----- Original Message -----

To: V.Ships Parekh Marine - Sudip Gurja  
Cc: M.Thomson@kennedys.com.hk; paulip-yang@citimail3.com  
Sent: Monday, December 24, 2007 5:14 PM  
Subject: Re: M.V. "Spring Hummer" - C/P dated 5 September 2007 - 8,000 MT chrome concentrate loaded at Paradip

SUDIP GURJA / CARLO MANZI

With ref to the msg below, pls pass on following reply to Kingstar Shipping Limited and Glorious Shipping & Trading Pte. Ltd, and confirm when sent (latest 25.12.07).

quote

TO: KINGSTAR SHIPPING LIMITED  
TO: GLORIOUS SHIPPING & TRADING PTE. LTD.

Re: M/V SPRING HUMMER - C/P dated 5th September, 2007

Dear Sirs,

We refer to your message of 13th of December 2007 (Ref. No.: HWKS-07E7847) advising us of your appointment of Mr. Philip YANG as your arbitrator as per clause 43 of the C/P dated 5th of September 2007 and we hereby appoint Mrs. Mary Thomson as our arbitrator in the arbitration proceedings initiated by you.

3/31/2008



Mrs. Thomson's details are as follows:

Mrs. Mary Thomson  
Kennedys  
11th Floor  
The Hong Kong Club Building  
3A Chater Road  
Central  
Hong Kong  
Tel: +852 2848 6339  
Fax: +852 2848 6333  
email: M.Thomson@kennedys.com.hk

Further we hereby notify you of our appointment of Mrs. Mary Thomson (details as above) as our arbitrator as per clause 43 of the C/P dated 5th of September 2007 in relation to our claim to you (as indicated in our e-mail dated 23rd of December 2007) for various breaches of your C/P obligations related to issuing a second set of Bills of Lading as per clause 36 of the C/P and for illegally lying (part of) the cargo of chrome concentrates and for refusing to instruct your agent at discharge port to release the (non-liened part of) the cargo to the rightful receivers. The value of this claim at present is estimated at 2.5 million USD with full reserves as to further demand, detail, adjust, increase or decrease this amount as and when necessary.

You are requested to appoint your arbitrator concerning our claim to you within 14 days failing which we shall appoint Mrs. Thomson as the sole arbitrator in this reference without further notice.

We join herewith Mrs. Thomson's terms of appointment for your guidance.

Best regards  
GM MINERALS GMBH  
Carlo Manzi

Cc:  
Mrs. Mary Thomson (M.Thomson@kennedys.com.hk)  
Mr. Philip Yang (philip.yang@chmail3.com)

unquote

Thks and brgds  
Carlo Manzi

unqte

brgds  
as brokers only

----- Original Message -----

From: V.Ships Parakh Marine - Sudip Guria

Cc: PMA - KOLKATA

Sent: Thursday, December 13, 2007 10:32 AM

Subject: M.V. "Spring Hummer" - C/P dated 5 September 2007 - 8,000 MT chrome concentrate loaded at

Paradip

TO : CM MINERALS - MR. CARLO MANZI / SUDIP

DEAR SIR,

BELOW MSG RCVD FROM KINGSTAR, FOR YOUR REPLY.

QTE

--- Original Message ---

Sent: Thursday, December 13, 2007 2:49 PM

Subject: Re: M.V. "Spring Hammer" - C/P dated 5 September 2007 - 8,000 MT chrome concentrate loaded at Paradip

Ref. No.: HWKS-07E7347

To: VShips Parakh Marine (India) Pvt. Ltd., Kolkata

Attn: Mr. Sudip Guria / Mr. Deepak Doshi

Cc: West of England, Hong Kong

Attn: Ms. Anna Mok

From: Kingstar Shipping Limited

Re: M.V. "Spring Hammer" - C/P dated 5 September 2007

8,000 MT chrome concentrate loaded at Paradip

We refer to our email Ref. No.: HWKS-07E7341 dated 21 November 2007 regarding our claims against Charterers which was rejected by Charterers in their message on 22 November 2007.

We have today appointed Mr. Philip Yang as our arbitrator in accordance with clause 43 of the charter. Mr. Yang's details as follows:-

Philip Yang & Co Ltd

Unit A, 18/F., Casey Building

38 Lok Ku Road

Hong Kong

Tel: 852 2544 1909

Fax: 852 2545 6079

Email: [philip-yang@etnail3.com](mailto:philip-yang@etnail3.com)

You are requested to appoint your arbitrator within 14 days failing which we shall appoint Mr. Yang as the sole arbitrator in this reference without further notice.

We look forward to hearing from you.

Page 4 of 4

Patrick Lee  
Operations Department  
As agents only

UNQTE

BRGDS  
AS BROKERS ONLY

JUDGE STREET

08 CV 03304

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

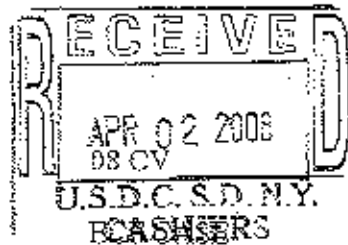
-----X  
GLORIOUS SHIPPING & TRADING PTE LTD.,

Plaintiff,

- against -

CM MINERALS GMBH,

Defendant.  
-----X



**DISCLOSURE OF INTERESTED PARTIES**  
**PURSUANT TO FEDERAL RULE 7.1**

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure to enable judges and magistrates of the court to evaluate possible disqualification or recusal, the undersigned attorney of record for the Plaintiff certifies that the Plaintiff does not have any corporate parent nor is there any publicly held corporation that owns 10% or more of its stock.

Dated: April 2, 2008  
New York, New York

The Plaintiff,  
GLORIOUS SHIPPING & TRADING PTE LTD.

By: 

Arne C. LeVasseur  
Kevin J. Lennon  
LENNON, MURPHY & LENNON, LLC  
The Gray Bar Building  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050 phone  
(212) 490-6076 fax  
[ael@leamur.com](mailto:ael@leamur.com)  
[kjl@leamur.com](mailto:kjl@leamur.com)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GLORIOUS SHIPPING & TRADING PTE LTD.,

Plaintiff,

- against -

CM MINERALS GMBH,

Defendant.

08 CV 3304 (RWS) (MMD)

ECF CASE

AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT

State of Connecticut )

ss: Town of Southport

County of Fairfield )

Kevin J. Lennon, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

DEFENDANT IS NOT PRESENT IN THE DISTRICT

2. I have attempted to locate the Defendant, CM MINERALS GMBH, within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of or in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

5. This is Plaintiff's first request for this relief made to any Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy Peterson, Coleen A. McEvoy or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendants.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

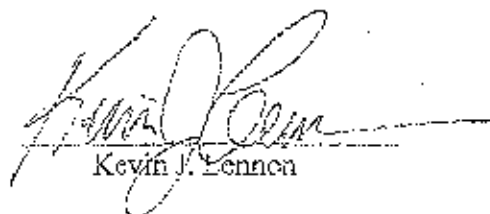
**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendants, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

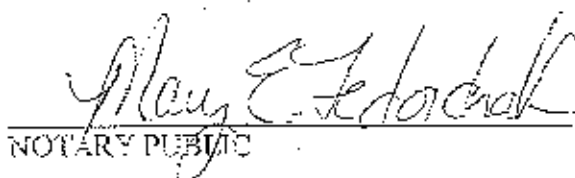
10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served through the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: March 31, 2008  
Southport, CT



Kevin J. Lennon

Sworn and subscribed to before me  
this 31st day of March 2008.



NOTARY PUBLIC



SD-440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

Glorious Shipping & Trading Pte. Ltd.

SUMMONS IN A CIVIL ACTION

V.

CM Minerals GmbH

CASE NUMBER:

08 CV 03304

TO: (Name and address of Defendant)

CM Minerals GmbH  
Hinterbühlstrasse 24  
P.O. Box 2136  
6830 Cham 2  
Switzerland

JUDGE SWEET

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Lennon, Murphy & Lennon, LLP  
420 Lexington Avenue  
Suite 300  
New York, NY 10170

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

APR 02 2008

CLERK

DATE

(By) DEPUTY CLERK

FD-40 (Rev. 8-01) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by method	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served:		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:		
<input type="checkbox"/> Returned unexecuted:		
<input type="checkbox"/> Other (specify):		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL \$0.00
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on _____ Date _____ Signature of Server _____		
_____ Address of Server		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

08 CV 3304 (RWS)(MHP)

Docket no.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To the Marshal of the Southern District of New York (or designated process server) - GREETINGS:

WHEREAS a Verified Complaint has been filed in the United States District Court for the Southern District of New York on the 2nd day of April 2008 by

GLORIOUS SHIPPING & TRADING PTE LTD.,

Plaintiff,

against

CM MINERALS GMBH,

Defendant,

in a certain action for breach of maritime contract and indemnity wherein it is alleged that there is due and owing from the Defendant to the said Plaintiff the amount \$934,757.53 and praying for process of maritime attachment and garnishment against the said Defendant.

WHEREAS, this process is issued pursuant to such prayer and requires that a garnishee(s) shall serve their answer(s), together with answers to any interrogatories served with the Complaint, within 20 days after service of process upon him and requires that Defendant shall serve its answer within 30 days after process has been executed, whether by attachment of property or service on the garnishee.

NOW, THEREFORE, we do hereby command you that if the said Defendant cannot be found within the District you attach goods and chattels to the amount sued for; and if such property cannot be found that you attach other property, credit and effects to the amount sued for in the hands of:

ABN Amro, American Express Bank, Bank of America, Bank of China, Bank of Communications, Bank of New York Mellon, BNP Paribas, Barclay's Bank, Citibank, Citiyon, Deutsche Bank, HSBC Bank USA Bank, J.P. Morgan Chase, Societe Generale, Standard Chartered Bank, UBS, Wachovia Bank N.A. and/or Wells Fargo

to with property, letters of credit, deposits, funds, credits, bills of lading, debts, settlement agreements, or other assets, tangible or intangible, in whatever form of:

CM MINERALS GMBH

and that you promptly after execution of this process, file the same in this court with your return thereon.

WITNESS, the Honorable Robert W. Sweet, Judge of said Court, this 4 day of April 2008, and of our Independence the two-hundred and thirty-second.

Lennon, Murphy & Lennon, LLC  
Attorneys for Plaintiff  
The Gray Bar Building  
420 Lexington Avenue, Suite 300  
New York, NY 10170  
Phone (212) 490-6050

J. MICHAEL McMAHON

Clerk

By

Deputy Clerk

CERTIFIED AS A TRUE COPY ON

NOTE: This Process is issued pursuant to Rule B(1) of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure and/or New York Civil Practice Law and Rules, Article 10.

THIS DATE

BY: B. P. O'Leary  
Clerk  
Deputy

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

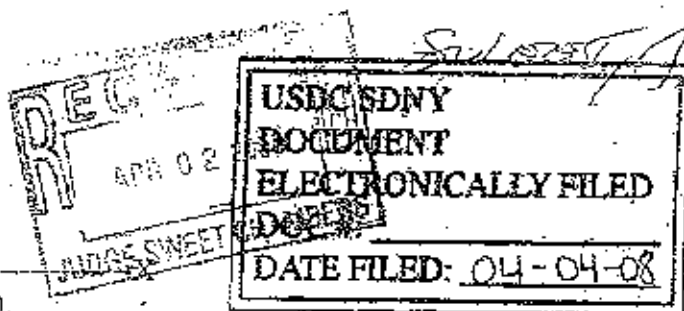
GLORIOUS SHIPPING & TRADING PTE LTD.,

Plaintiff,

- against -

CM MINERALS GMBH,

Defendant.



ECF CASE

EX PARTE ORDER  
FOR PROCESS  
OF MARITIME  
ATTACHMENT

WHEREAS, on April 2, 2008 Plaintiff, GLORIOUS SHIPPING & TRADING PTE LTD., filed a Verified Complaint, herein for damages amounting to \$934,767.53 inclusive of interest, costs and reasonable attorneys' fees, and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal, or other designated process server, attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of \$934,767.53 belonging to, due or

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being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named on whom a copy of the Process of Maritime Attachment and Garnishment may be served; and it is further

**ORDERED** that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further Order of the Court; and it is further

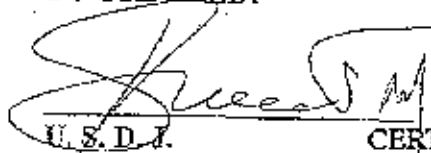
**ORDERED** that following initial service by the U.S. Marshal, or other designated process server, upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by way of facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

**ORDERED** that service on any garnishee as described above is deemed to be effective and continuous service throughout the remainder of the day upon which service is made commencing from the time of such service; and such service is further deemed to be effective through the end of the next business day, provided that another service is made that day; and it is further

**ORDERED** that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: April 2, 2008

SO ORDERED:

  
U. S. D. J.

CERTIFIED AS A TRUE COPY ON

THIS DATE 04-04-08

BY   
( ) Clerk  
( ) Deputy

October 5, 2007

## **INDIVIDUAL PRACTICES OF JUDGE ROBERT W. SWEET**

Unless otherwise ordered by Judge Sweet, matters before Judge Sweet shall be conducted in accordance with the following practices:

### **1. Communications with Chambers**

**A. Letters.** Except as otherwise provided below, communications with chambers shall be by letter, with copies simultaneously delivered to all counsel. Copies of correspondence between counsel shall not be sent to the Court.

**B. Telephone Calls.** In addition to Paragraph 1(D) below, telephone calls to chambers are permitted. For matter other than docketing, scheduling or calendar matters, call chambers at (212) 805-0254.

**C. Faxes.** Faxes to chambers are permitted only if copies are also simultaneously faxed or delivered to all counsel. No document longer than 10 pages may be faxed without prior authorization. Do not follow with hard copy. The fax number is: (212) 805-7925.

**D. Docketing, Scheduling, and Calendar Matters.** For docketing, scheduling and calendar matters, call Tsz (pronounced "ZEE") Chan at (212) 805-0124.

**E. Requests for Adjournments or Extensions of Time.** All requests for adjournments or extensions of time must state: (1) the original date; (2) the number of previous requests for adjournment or extension; (3) whether these previous requests were granted or denied; and (4) whether the adversary consents, and, if not, the reasons given by the adversary for refusing to consent. If the requested adjournment or extension affects any other scheduled dates, a proposed Revised Scheduling Order (reflecting only business days) must be attached. If the request is for an adjournment of a court appearance, absent an emergency, it shall be made at least 48 hours prior to the scheduled appearance.

### **2. Motions.**

**A. Pre-Motion Conferences in Civil Cases.** Pre-motion conferences are not required.

**B. Courtesy Copies.** One courtesy copy of all motion papers, including electronically-filed motion papers, should be submitted to chambers. Each courtesy copy shall be prominently marked as such.

**C. Memoranda of Law.** Unless prior permission has been granted, memoranda of law in support of and in opposition to motions are limited to 25 pages, and reply memoranda are limited to 10 pages. Memoranda of 10 pages or more shall contain a table of contents.



**D. Filing of Motion Papers.** Motion papers shall be filed promptly after service.

**E. Oral Argument on Motions.** Oral argument will be held on all motions, with the exception of: (1) motions for reconsideration or reargument, pursuant to Local Civil Rule 6.3; and (2) motions by or against a party proceeding *pro se*. Oral argument will be held on Wednesday at noon and motions shall be made returnable accordingly.

**F. Orders to Show Cause.** Applications for orders to show cause, provisional remedies, emergency relief or to proceed in forma pauperis, and orders and notice of settlement of judgments, shall be presented to the Orders and Appeals Clerk. Judgments shall be presented to the Judgment Clerk. These documents will be examined as to form and thereafter transmitted to chambers.

### **3. Pretrial Procedures**

**A. Joint Pretrial Orders in Civil Cases.** Unless otherwise ordered by the Court, within 30 days from the date for the completion of discovery in a civil case, the parties shall submit to the Court for its approval a joint pretrial order, which shall include the following:

- i. The full caption of the action.
- ii. The names, addresses (including firm names), and telephone and fax numbers of trial counsel.
- iii. A brief statement by plaintiff as to the basis of subject matter jurisdiction, and a brief statement by each other party as to the presence or absence of subject matter jurisdiction. Such statements shall include citations to all statutes relied on and relevant facts as to citizenship and jurisdictional amount.
- iv. A brief summary by each party of the claims and defenses that party has asserted which remain to be tried, without recital of evidentiary matter but including citations to all statutes relied on. Such summaries shall identify all claims and defenses previously asserted which are not to be tried.
- v. A statement by each party as to whether the case is to be tried with or without a jury, and the number of trial days needed.
- vi. A statement as to whether or not all parties have consented to trial of the case by a magistrate judge (without identifying which parties have or have not so consented).
- vii. Any stipulations or agreed statements of fact or law which have been agreed to by all parties.

viii. A statement by each party as to the witnesses whose testimony is to be offered in its case in chief, indicating whether such witnesses will testify in person or by deposition.

ix. A designation by each party of deposition testimony to be offered in its case in chief, with any cross-designations and objections by any other party.

x. A list by each party of exhibits to be offered in its case in chief, with one star indicating exhibits to which no party objects on grounds of authenticity, and two stars indicating exhibits to which no party objects on any ground.

**B. Filings Prior to Trial in Civil Cases.** Unless otherwise ordered by the Court, each party shall file, 15 days before the date of commencement of trial if such a date has been fixed, or 30 days after the filing of the final pretrial order if no trial date has been fixed:

i. In jury cases, requests to charge and proposed voir dire questions. Two courtesy copies, marked as such, should be submitted to chambers. Proposed jury charges should also be submitted by e-mail; contact chambers by phone to obtain the appropriate e-mail address.

ii. In nonjury cases, a statement of the elements of each claim or defense involving such party, together with a summary of the facts relied upon to establish each element;

iii. In all cases, motions addressing any evidentiary or other issue which should be resolved in limine; and

iv. In any case where such party believes it would be useful, a pretrial memorandum.

# EXHIBIT 2

**Kevin J. Lennon**

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**From:** Mary E. Fedorchak  
**Sent:** Monday, June 02, 2008 8:27 AM  
**To:** Kevin J. Lennon  
**Subject:** FW: Delivered\_Shipments

**TimeMattersID:** M66849ACAEF93589  
**TM Matter No:** 1278-07  
**TM Matter Reference:** Glorious Shipping & Trading v. CM Minerals

FYI  
Attachment Notice for Glorious matter - Delivered.

-----Original Message-----

**From:** Worldwide\_Express\_Email\_Notifier [mailto:support@wwexship.com]  
**Sent:** Monday, June 02, 2008 8:01 AM  
**To:** Mary E. Fedorchak; logs@wwexship.com  
**Subject:** Delivered\_Shipments

Our records indicate that the following shipment was delivered to:

CM MINERALS GMBH  
STENHAUSEN , 00000

**Tracking Number:** 8907378222  
**Account Number:** 803172641  
**Shipment Reference:** 1278  
**Shipment Description:** Legal Documents  
**Delivery Date/Time:** 06/02/08 10:02  
**Signed/Released by:** SIG ON FILE  
Click here for more tracking info:  
<http://track.dhl-usa.com/atrknav.asp?ShipmentNumber=8907378222>